

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

DENISE R. ROSS,

Plaintiff,

v.

Case No. 10-cv-855-JPG

HARRAH'S OPERATING COMPANY,
INC., *Long-Term Disability Coverage for
All Active Hourly and Salaried Non-
Exempt Employees Classified by the
Employer as Grade 49 and Below or Non-
Management Banded*, and PRUDENTIAL
INSURANCE COMPANY OF
AMERICA,

Defendants.

MEMORANDUM AND ORDER

This matter comes before the Court on Plaintiff Denise Ross and Defendant Prudential Insurance Company of America's ("Prudential") Stipulation of Dismissal (Doc. 5) without prejudice. Federal Rule of Civil Procedure 41(a)(1)(A)(ii) states that a plaintiff "may dismiss an action without a court order by filing . . . a stipulation of dismissal signed by all parties who have appeared." While the instant stipulation hardly closes this case, it dismisses Ross' entire action against Defendant Harrah's Operating Company, Inc.'s ("Harrah's") above-referenced ERISA plan. Additionally, the stipulation is signed by all of the parties who have appeared, namely Ross and Prudential.¹

¹Although neither Harrah's nor its ERISA plan signed the stipulation, its terms make clear that Prudential is authorized to sign on behalf of the ERISA plan.

As such, the Court acknowledges that Ross' action against Harrah's ERISA plan is

DISMISSED without prejudice.

IT IS SO ORDERED.

DATED: December 8, 2010

s/ J. Phil Gilbert
J. PHIL GILBERT
DISTRICT JUDGE